Amendment to the Agreement
Between
ProNet Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated 6/03/2004

Pursuant to this Amendment, (the "Amendment"), ProNet Communications, Inc. ("ProNet"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated . ("Agreement") to be effective March 11, 2005.

WHEREAS, BellSouth and ProNet entered into the Agreement on ., and;

WHEREAS, BellSouth and ProNet desire to amend the Agreement to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand (Triennial Review Remand Order), WC Docket No. 04-313, released February 4, 2005 and effective March 11, 2005;

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the parties;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Attachment 2, Network Elements and Other Services, in its entirety and replace with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.

2. The Parties agree to add Sections 10 and 11 to Attachment 3 as follows:

10	Basic 911 and E911 Interconnection
10.1	Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
10.2	Basic 911 Interconnection. BellSouth will provide to ProNet a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ProNet will be required to arrange to accept 911 calls from its End Users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by BellSouth. ProNet will be

required to route that call to the appropriate PSAP. When a municipality converts to E911 service, ProNet will be required to begin using E911 procedures.

10.3 E911 Interconnection. ProNet shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, ProNet shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. ProNet will be required to provide BellSouth daily updates to the E911 database. ProNet will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ProNet will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. ProNet shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its End Users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by ProNet from BellSouth pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Network Interconnection is the interconnection of ProNet local signaling transfer point switches or ProNet local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the

exchange of SS7 messages among BellSouth switching systems and databases, ProNet local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

11.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and ProNet or other third-party switching systems with A-link access to the BellSouth SS7 network.

11.3 If traffic is routed based on dialed or translated digits between a ProNet Local Switching system and a BellSouth or other third-party Local Switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the ProNet local signaling transfer point switches and BellSouth or other third-party local switch.

11.4 SS7 Network Interconnection shall provide:

11.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

11.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

11.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

11.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a ProNet local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ProNet local STPs and shall not include SCCP Subsystem Management of the destination.

11.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.

11.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

11.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

11.9 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect ProNet or ProNet-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

11.9.1 A-link interface from ProNet local or tandem switching systems; and

11.9.2 B-link interface from ProNet STPs.

11.9.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

11.9.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

11.9.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

11.9.6 BellSouth shall set message screening parameters to accept messages from ProNet local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ProNet switching system has a valid signaling relationship.

3. The Parties agree to add the rates for SS7 Interconnection to Exhibit A of Attachment 3, attached hereto as Exhibit 2 and by reference incorporated into this Amendment.

4. The Parties agree to add Section 3.8 to Attachment 6 as follows:

3.8 If ProNet modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs

incurred by BellSouth to accommodate the modification will be paid by ProNet in accordance with FCC No. 1 Tariff, Section 5.

5. All of the other provisions of the Agreement dated 6/03/2004 shall remain unchanged and in full force and effect.

6. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.	**ProNet Communications, Inc.**
By: Kristen E. Rowe	By:
Name: Kristen Rowe	Name: Keith Johnston
Title: Director	Title: C.E.O.
Date: 5/19/05	Date: 5-20-2005

Version: Generic Amendment Template
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Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to ProNet for ProNet's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to ProNet (Other Services). Additionally, the provision of a particular Network Element or Other Service may require ProNet to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If ProNet purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 ProNet may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 ProNet shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ProNet pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to ProNet pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from ProNet.

A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ProNet and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, ProNet may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that ProNet has in place any Arrangements after the Effective Date of this Agreement, BellSouth may disconnect such Arrangements without notice under this Agreement to ProNet.

1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, ProNet shall undertake a reasonably diligent inquiry to determine whether ProNet is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, ProNet self-certifies that to the best of ProNet's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon ProNet's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement.

1.9 ProNet may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in

Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from ProNet, BellSouth shall perform the RNM.

1.11 Commingling of Services

1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ProNet has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ProNet must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, ProNet should refer to the "Guides"

section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The Web site address is: http//www.interconnection.bellsouth.com/.

1.13.2 Additional information may also be found in the individual CLEC Information Packages, which are incorporated herein by reference, as amended from time to time, located at the "CLEC UNE Products" Web site address: http://www.interconnection.bellsouth.com/guides/html/unes.html.

1.13.3 The provisioning of Network Elements, Combinations and Other Services to ProNet's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with ProNet's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

1.13.4 Testing/Trouble Reporting.

1.13.4.1 ProNet will be responsible for testing and isolating troubles on Network Elements. ProNet must test and isolate trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, ProNet will be required to provide the results of the ProNet test which indicate a problem on the BellSouth network.

1.13.4.2 Once ProNet has isolated a trouble to the BellSouth network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.

1.13.4.3 If ProNet reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge ProNet a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by ProNet (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill ProNet for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. ProNet shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to ProNet on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by ProNet. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide ProNet with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for ProNet as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.4 BellSouth shall make available DS1 and DS3 Loops as defined in this Section 2. Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for ProNet's Embedded Base during the Transition Period:

2.1.4.4.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.4.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.5 During the Transition Period, the rates for ProNet's Embedded Base of DS1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit B.

2.1.4.6 The Transition Period shall apply only to ProNet's Embedded Base and ProNet shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement.

2.1.4.7 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.4.1, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.8 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.4.2, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.9 At the end of the Transition Period any remaining Embedded Base will be disconnected.

2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site: http://www.interconnection.bellsouth.com. For orders of fifteen (15) or more Loops, the installation and any applicable OC as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.6 The Loop shall be provided to ProNet in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If ProNet wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), ProNet may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), ProNet shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.

2.1.8 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows BellSouth and ProNet to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to ProNet's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at

BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows ProNet to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate ProNet's specific conversion time request. However, BellSouth reserves the right to negotiate with ProNet a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. ProNet may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If ProNet specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 **(Non-Designed)**	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND **(Non-Designed)**	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, ProNet must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 CLEC to CLEC Conversions for Unbundled Loops

2.1.9.1 The CLEC to CLEC conversion process for Loops may be used by ProNet when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in ProNet's Interconnection Agreement before requesting a conversion.

2.1.9.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.9.3 The Loops converted to ProNet pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.10 Bulk Migration

2.1.10.1 BellSouth will make available to ProNet a Bulk Migration process pursuant to which ProNet may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.10.2 Should ProNet request migration for two (2) or more EATNs containing fifteen (15) or more circuits, ProNet must use the Bulk Migration process referenced in 2.1.11.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that ProNet will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by ProNet, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. ProNet may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that ProNet may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to ProNet. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow ProNet to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. ProNet will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.3.6 4-wire Unbundled DS1 Digital Loop.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to ProNet at any single building in which DS1 Loops are available as unbundled Loops.

2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 ProNet may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL).

2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by ProNet.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by ProNet to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, ProNet can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that ProNet may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by ProNet to provide a wide-range of telecommunications services as long

as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 ProNet may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.

2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than 18,000 feet in length.

2.5.3 For any copper loop being ordered by ProNet which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from ProNet, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to ProNet. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

2.5.4 ProNet may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A.

2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If ProNet requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ProNet will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

2.5.8 ProNet shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ProNet desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for ProNet, ProNet will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ProNet is available at the location for which the ULM was requested, ProNet will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ProNet will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where ProNet has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to ProNet. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for ProNet (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from ProNet, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. ProNet will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit ProNet to connect ProNet's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 ProNet may access the End User's premises wiring by any of the following means and ProNet shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow ProNet to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 ProNet may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be ProNet's responsibility to ensure there is no safety hazard, and ProNet will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.3.3 ProNet shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 ProNet shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with ProNet to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to ProNet's NID.

2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. ProNet may request BellSouth to do additional work to the NID on a time and material basis. When ProNet deploys its own local loops in a multiple-line termination device, ProNet shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Elements.

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

2.8.2 Unbundled Subloop Distribution (USLD)

2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.8.2.3.1 If ProNet requests a UCSL and it is not available, ProNet may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from ProNet, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for ProNet's use on this cross-connect panel.

ProNet will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, ProNet shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. ProNet's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by ProNet is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ProNet's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site address: http://www.interconnection.bellsouth.com/products/html/unes.html.

2.8.2.7 The site set-up must be completed before ProNet can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice ProNet's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, ProNet will request Subloop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when ProNet requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by ProNet for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.8.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own

wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and ProNet does own or control such wiring, ProNet will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to ProNet.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate ProNet for each pair activated commensurate to the price specified in ProNet's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as

certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge (NRC) equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 Dark Fiber Loop.

2.8.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber

Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ProNet to utilize Dark Fiber Loops.

2.8.4.2 Transition for Dark Fiber Loop

2.8.4.2.1 For purposes of this Section 2.8.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.4.2.2 For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for ProNet as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for ProNet at the terms and conditions set forth in this Attachment.

2.8.4.4 The rates for ProNet's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

2.8.4.5 The Transition Period shall apply only to ProNet's Embedded Base and ProNet shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement and any remaining Embedded Base will be disconnected.

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to ProNet LMU information with respect to Loops that are required to be unbundled under this Agreement so that ProNet can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment ProNet intends to install and the services ProNet wishes to provide. LMU is a preordering transaction, distinct from ProNet ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide ProNet LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to ProNet as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 ProNet may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by ProNet and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee ProNet's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by ProNet or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. ProNet is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify ProNet, according to the applicable network disclosure requirements. It will be ProNet's responsibility to move any service it may provide over such facilities to alternative facilities. If ProNet fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 ProNet may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and

conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" Web site address: www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if ProNet needs further Loop information in order to determine Loop service capability, ProNet may initiate a separate Manual SI for a separate NRC as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. ProNet will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, ProNet does not reserve facilities upon an initial LMUSI, ProNet's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where ProNet has reserved multiple Loop facilities on a single reservation, ProNet may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to ProNet, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by ProNet.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event ProNet provides its own switching or obtains switching from a third party, ProNet may engage in line splitting arrangements with another CLEC using a splitter, provided by ProNet, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Line Splitting –Loop and UNE Port (UNE-P).

3.3.1 To the extent ProNet is purchasing UNE-P pursuant to this Agreement, BellSouth will permit ProNet to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in ProNet's Embedded Base as described in Section 5.4.3.2.

3.3.2 ProNet shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if ProNet will not provide voice and data services.

3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 on or before March 10, 2006.

3.4 Provisioning Line Splitting and Splitter Space

3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When ProNet or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

3.4.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.4.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.5 CLEC Provided Splitter – Line Splitting

3.5.1 To order High Frequency Spectrum on a particular Loop, ProNet must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.5.2 ProNet must provide its own splitters in a central office and have installed its DSLAM in that central office.

3.5.3 ProNet may purchase, install and maintain central office POTS splitters in its collocation arrangements. ProNet may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.5.4 Any splitters installed by ProNet in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. ProNet may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.6 Maintenance – Line Splitting.

3.6.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.6.2 ProNet shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Local Switching

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, the Transition Period for Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for ProNet as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to ProNet's Embedded Base and ProNet shall not place new orders for Local Switching pursuant to this Agreement.

4.2.4 The rates for ProNet's Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.

4.2.5 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement and any remaining Embedded Base will be disconnected.

4.3 Local Switching Capability, including Tandem Switching Capability

4.3.1 Local Switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.3.2 Unbundled local switching consists of three separate components: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.3.3 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to ProNet's End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.3.4 Provided that ProNet has unbundled Local Switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a ProNet local End User, or originated by a BellSouth local End User and terminated to a ProNet local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge ProNet the Network Elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and ProNet shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Web site: http://interconnection.bellsouth.com/products/docs/FLOWSPPT.pdf.

4.3.5 Where ProNet has unbundled Local Switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a ProNet End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge ProNet the Network Elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and ProNet shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.3.6 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill ProNet the Network Elements for the BellSouth facilities utilized. Each Party may

bill the toll provider originating or terminating switched access charges as appropriate.

4.3.7 Unbundled Ports may or may not include individual features. Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.3.8 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR Process as set forth in Attachment 11.

4.3.9 BellSouth will provide to ProNet selective routing of calls to a requested Operator System platform pursuant to this Agreement. Any other routing requests by ProNet will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.3.10 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

4.3.11 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

4.3.12 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.3.13 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to ProNet all Advanced Intelligent Network (AIN) triggers in connection with its Service Creation Environment and Service Management System (SCE/SMS) offering.

4.3.14 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by ProNet.

4.3.15 BellSouth shall provide the following Local Switching interfaces:

4.3.15.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.3.15.2 Coin phone signaling;

4.3.15.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.3.15.4 2-wire analog interface to PBX;

4.3.15.5 4-wire analog interface to PBX; and

4.3.15.6 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3.16 ProNet shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 ALI Database.

4.3.17 ProNet will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the ProNet's End Users.

4.4 Common (Shared) Transport.

4.4.1 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

4.4.2 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to ProNet.

4.4.3 Technical Requirements of Common (Shared) Transport

4.4.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

4.4.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

4.4.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

4.5 Tandem Switching

4.5.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross-connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.5.2 Where ProNet utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

4.5.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:

4.5.3.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by ProNet and BellSouth;

4.5.3.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

4.5.3.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;

4.5.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and

4.5.3.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.5.3.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to ProNet.

4.5.3.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

4.5.3.4 Tandem Switching shall process originating toll free traffic received from ProNet's local switch.

4.5.3.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.

4.5.4 Upon ProNet's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for ProNet's traffic overflowing from direct end office high usage trunk groups.

4.6 Remote Call Forwarding (URCF)

4.6.1 As an option, BellSouth shall make available to ProNet an unbundled port with Remote Call Forwarding capability. URCF service combines the functionality of unbundled Local Switching, Tandem Switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. ProNet must ensure that the following conditions are satisfied:

4.6.1.1 the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.6.1.2 the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.6.1.3 the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.6.1.4 the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).

4.6.2 In addition to the charge for the URCF service port, BellSouth shall charge ProNet the rates set forth in Exhibit A for unbundled Local Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.7 AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

4.7.1 Where BellSouth provides Local Switching to ProNet, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of ProNet. AIN SCR will provide ProNet with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.7.2 ProNet shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.

4.7.3 AIN SCR is not available in DMS 10 switches.

4.7.4 Where AIN SCR is utilized by ProNet, the routing of ProNet's End User calls shall be pursuant to information provided by ProNet and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.

4.7.5 Upon ordering AIN SCR Regional Service, ProNet shall remit to BellSouth the nonrecurring Regional Service Order charge set forth in Exhibit A. There shall be a nonrecurring End Office Establishment Charge as set forth in Exhibit A, per office, due at the addition of each central office where AIN SCR will be utilized. For each ProNet End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A. ProNet shall pay the AIN SCR Per Query Charge set forth in Exhibit A.

4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN SCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) days to respond to ProNet's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to ProNet, BellSouth considers that the delivery schedule of this service commences. The remaining half of the

nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.

4.7.7 The nonrecurring End Office Establishment charge will be billed to ProNet following BellSouth's normal monthly billing cycle for this type of order.

4.7.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to ProNet following BellSouth's normal monthly billing cycle for this type of order.

4.7.9 Additionally, the AIN SCR Per Query Charge will be billed to ProNet following the normal billing cycle for per query charges.

4.7.10 All other network components needed, (i.e., unbundled switching, unbundled local transport, etc.) will be billed per contracted rates.

4.8 Selective Call Routing Using Line Class Codes (SCR-LCC)

4.8.1 Where ProNet has purchased unbundled Local Switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route ProNet's End User calls to that provider through Selective Call Routing.

4.8.2 SCR-LCC provides the capability for ProNet to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested BellSouth end office switches.

4.8.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

4.8.4 Where available, ProNet specific and unique LCCs are programmed in each BellSouth end office switch where ProNet intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify ProNet's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and ProNet intends to provide ProNet -branded OCP/DA to its End Users in these multiple rate areas.

4.8.5 SCR-LCC supporting Custom Branding and Self Branding require ProNet to order dedicated trunking from each BellSouth end office identified by ProNet, either to

the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the ProNet Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth's FCC No. 1 Tariff.

4.8.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by ProNet to the BellSouth TOPS.

4.8.7 The Rates for SCR-LCC are as set forth in Exhibit A. There is a NRC for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by ProNet are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by ProNet are not already combined by BellSouth in the location requested by ProNet but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by ProNet are not elements that BellSouth combines for its use in its network.

5.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.

5.1.2 To the extent ProNet requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5.2 Rates

5.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of ProNet.

5.3 Enhanced Extended Links (EELs)

5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide ProNet with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

5.3.3 By placing an order for a high-capacity EEL, ProNet thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit ProNet's high-capacity EELs as specified below.

5.3.4 Service Eligibility Criteria

5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. ProNet must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.3.4.1.1 ProNet has received state certification to provide local voice service in the area being served;

5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

5.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

5.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

5.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which ProNet will transmit the calling party's number in connection with calls exchanged over the trunk;

5.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, ProNet will have at least one (1) active DS1 local service interconnection trunk over which ProNet will transmit the calling party's number in connection with calls exchanged over the trunk; and

5.3.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

5.3.4.3 BellSouth may, on an annual basis, audit ProNet's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that ProNet failed to comply with the service eligibility criteria, ProNet must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that ProNet did not comply in any material respect with the service eligibility criteria, ProNet shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that ProNet did comply in all material respects with the service eligibility criteria, BellSouth will reimburse ProNet for its reasonable and demonstrable costs

associated with the audit. ProNet will maintain appropriate documentation to support its certifications.

5.3.4.4 In the event ProNet converts special access services to UNEs, ProNet shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 UNE-P

5.4.1 DS0 Local Switching, as defined in Section 4, in combination with a Loop and Common (Shared) Transport as defined in Section 4.3.9 (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.

5.4.3 Transition Period for UNE-P

5.4.3.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.4.3.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for ProNet as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to ProNet's Embedded Base and ProNet shall not place new orders for UNE-P pursuant to this Agreement.

5.4.3.4 The rates for ProNet's Embedded Base of UNE-P during the Transition Period shall be as set forth in Exhibit A.

5.4.3.5 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement and any remaining Embedded Base will be disconnected.

5.4.4 BellSouth shall make 911 updates in the BellSouth 911 database for ProNet's UNE-P. BellSouth will not bill ProNet for 911 surcharges. ProNet is responsible for paying all 911 surcharges to the applicable governmental agency.

5.5 Intercarrier Compensation

5.5.1 Intercarrier compensation for seven (7) or ten (10) digit dialed calls originated by ProNet utilizing Local Switching shall apply as follows:

5.5.2 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge ProNet for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge ProNet for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.1 For calls terminating to third party carriers**,** such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, ProNet is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If ProNet does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by ProNet, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

5.5.3.1.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to ProNet for each such call; or

5.5.3.1.2 pay such charges as billed by the third party carrier and ProNet will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.

5.5.3.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to ProNet utilizing Local Switching shall apply as follows:

5.5.3.2.1 For calls originated by a BellSouth End User or by an End User served by resold BellSouth services, BellSouth shall not charge ProNet for End Office Switching at the terminating end office for use of the network component; therefore, ProNet shall not charge BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge ProNet for End Office Switching at the terminating end office for use of the network component; therefore, ProNet shall not charge the originating

CLEC or BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.3 For calls originated by third party carriers, such as CLECs, wireless carriers and independent companies,utilizing their own switches to serve their End Users, ProNet is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. ProNet may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.

5.5.3.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by ProNet utilizing Local Switching where ProNet uses BellSouth's CIC for its End User's LPIC:

5.5.3.3.1 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge ProNet for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge ProNet for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office. In the event that BellSouth is charged termination charges by the CLEC, BellSouth may pay such charges and ProNet will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.3.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, ProNet is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If ProNet does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by ProNet, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

5.5.3.3.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to ProNet for each such call; or

5.5.3.3.3.2 pay such charges as billed by the third party carrier and ProNet will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.

5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to ProNet utilizing Local Switching where the originating carrier uses BellSouth's CIC for its End User's LPIC:

5.5.3.4.1 For calls originated by a BellSouth End User or by an End User served by BellSouth resold service, BellSouth shall charge ProNet for End Office Switching as set forth in Exhibit A at the terminating end office for use of the End Office Switching network component in terminating such calls. ProNet may charge BellSouth for intercarrier compensation at the End Office Switching as set forth in Exhibit A in this Agreement for such calls. ProNet shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.

5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, ProNet may bill the interexchange carrier in accordance with ProNet's tariff and will not bill BellSouth any charges for such call. ProNet shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ProNet. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ProNet. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, BellSouth shall not be required to provide to ProNet unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

6.2.1 For purposes of this Section 6.2, the Transition Period for DS1 and DS3 Dedicated Transport including all DS1 and DS3 Entrance Facilities is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport including DS1 and DS3 Entrance Facilities that were in service for ProNet as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.2.3 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

6.2.4 BellSouth shall make available Dedicated Transport as defined in this Section 6. Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for ProNet's Embedded Base during the Transition Period:

6.2.4.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 Business Lines or four (4) or more fiber-based collocators.

6.2.4.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

6.2.4.3 During the Transition Period, the rates for ProNet's Embedded Base of DS1 and DS3 Dedicated Transport as described in this Section 6.2 shall be as set forth in Exhibit B and the rates for ProNet's Embedded Base of DS1 and DS3 Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A.

6.2.4.4 The Transition Period shall apply only to ProNet's Embedded Base and ProNet shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2, or DS1 or DS3 Entrance Facilities, pursuant to this Agreement.

6.2.4.5 Once a wire center exceeds either of the thresholds set forth in this Section 6.2.4.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.

6.2.4.6 Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, no future DS3 Dedicated Transport will be required in that wire center.

6.2.4.7 At the end of the Transition Period any remaining Embedded Base will be disconnected.

6.3 BellSouth shall:

6.3.1 Provide ProNet exclusive use of Dedicated Transport to a particular customer or carrier;

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

6.3.3 Permit, to the extent technically feasible, ProNet to connect Dedicated Transport to equipment designated by ProNet, including but not limited to, ProNet's collocated facilities; and

6.3.4 Permit, to the extent technically feasible, ProNet to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.4 BellSouth shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to ProNet.

6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.6 ProNet may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.7 Technical Requirements

6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.7.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3; and

6.7.2.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. ProNet shall specify the termination points for Dedicated Transport.

6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent ProNet is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, ProNet may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.8.2 BellSouth shall make available the following channelization systems and interfaces:

6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, ProNet's channelization equipment must adhere strictly to form and protocol standards. ProNet must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, BellSouth shall not be required to

provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

6.9.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

6.9.1.1 For purposes of this Section 6.9, the Transition Period for Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for ProNet as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

6.9.1.4 BellSouth shall make available Dark Fiber Transport as defined in this Section 6.9.1. Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for ProNet's Embedded Base during the Transition Period:

6.9.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

6.9.1.5 During the Transition Period, the rates for ProNet's Embedded Base of Dark Fiber Transport as described in Section 6.9.1.1 shall be as set forth in Exhibit B and the rates for ProNet's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 shall be as set forth in Exhibit A.

6.9.1.6 The Transition Period shall apply only to ProNet's Embedded Base and ProNet shall not add new Dark Fiber Transport as described in this Section 6.9 pursuant to this Agreement.

6.9.1.7 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.

6.9.1.8 At the end of the Transition Period any remaining Embedded Base will be disconnected.

6.10 Rearrangements

6.10.1 A request to move a working ProNet CFA to another ProNet CFA, where both CFAs terminate in the same BellSouth Central Office ("Change in CFA"), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.

6.10.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

6.10.3 Upon request of ProNet, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and ProNet may request OC-TS for such orders.

6.10.4 BellSouth shall accept a Letter of Authorization (LOA) between ProNet and another carrier that will allow ProNet to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

7 Call Related Databases and Signaling

7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to ProNet pursuant to this Agreement.

7.2 <u>BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service</u>

7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At ProNet's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ProNet.

7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

7.3 <u>LIDB</u>

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, ProNet must purchase appropriate signaling links pursuant to Section 7.3 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

7.3.2.1 BellSouth will offer to ProNet any additional capabilities that are developed for LIDB during the life of this Agreement.

7.3.2.2 BellSouth shall process ProNet's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ProNet what additional functions (if any) are performed by LIDB in the BellSouth network.

7.3.2.3 Within two (2) weeks after a request by ProNet, BellSouth shall provide ProNet with a list of the customer data items, which ProNet would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.

7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

7.3.2.7 All additions, updates and deletions of ProNet data to the LIDB shall be solely at the direction of ProNet. Such direction from ProNet will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

7.3.2.8 BellSouth shall provide priority updates to LIDB for ProNet data upon ProNet's request (e.g., to support fraud detection)**,** via password-protected telephone card,

facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of ProNet customer records will be missing from LIDB, as measured by ProNet audits. BellSouth will audit ProNet records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated ProNet contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to ProNet within one (1) business day of audit. Once reconciled records are received back from ProNet, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00 p.m. Central Time. If more than 500 records are received, BellSouth will contact ProNet to negotiate a time frame for the updates, not to exceed three (3) business days.

7.3.2.10 BellSouth shall perform backup and recovery of all of ProNet's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

7.3.2.11 BellSouth shall provide ProNet with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between ProNet and BellSouth.

7.3.2.12 BellSouth shall prevent any access to or use of ProNet data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by ProNet in writing.

7.3.2.13 BellSouth shall provide ProNet performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ProNet at least at parity with BellSouth Customer Data. BellSouth shall obtain from ProNet the screening information associated with LIDB Data Screening of ProNet data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ProNet under the BFR/NBR Process as set forth in Attachment 11.

7.3.2.14 BellSouth shall accept queries to LIDB associated with ProNet customer records and shall return responses in accordance with industry standards.

7.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

7.3.2.16 BellSouth shall provide processing time at the LIDB within 1 second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

7.3.3 Interface Requirements

7.3.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

7.3.3.2 The interface to LIDB shall be in accordance with the technical references contained within.

7.3.3.3 The CCS interface to LIDB shall be the standard interface described herein.

7.3.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. ProNet shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. ProNet shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between ProNet designated SPOI that provide appropriate physical diversity.

7.4.1.1 Technical Requirements

7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

7.4.1.1.1.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and

7.4.1.1.1.2 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

7.4.1.2.1 An A-link layer shall consist of two (2) links; and

7.4.1.2.2 A B-link layer shall consist of four (4) links.

7.4.1.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

7.4.1.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at ProNet's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

7.4.3.1 Technical Requirements

7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit

messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a ProNet local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between ProNet local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a ProNet or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ProNet database, then ProNet agrees to provide BellSouth with the Destination Point Code for ProNet database.

7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a ProNet or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by ProNet, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of

the BellSouth SS7 network with ProNet's SS7 network to exchange TCAP queries and responses with a ProNet SCP.

7.4.4.2 SS7 AIN Access shall provide ProNet SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and ProNet SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the ProNet SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect ProNet or ProNet-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from ProNet Local Switching systems; and

7.4.4.3.1.2 A B-link interface from ProNet local STPs.

7.4.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

7.4.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from ProNet local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the ProNet switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from ProNet local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ProNet switching system has a valid signaling relationship.

7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ProNet from any signaling point or network interconnected through BellSouth's SS7 network where the ProNet SCP has a valid signaling relationship.

7.4.5 SCP/Databases

7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA**.**

7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.4.5.3 Technical Requirements for SCPs/Databases

7.4.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

7.4.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

7.4.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.6 CNAM Database Service

7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides ProNet the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

7.6.2 ProNet shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than

sixty (60) calendar days prior to ProNet's access to BellSouth's CNAM Database Services and shall be addressed to ProNet's Local Contract Manager.

7.6.3 BellSouth's provision of CNAM Database Services to ProNet requires interconnection from ProNet to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.

7.6.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, ProNet shall provide its own CNAM SSP. ProNet's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

7.6.5 If ProNet elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's TR-TSV-000905 CCS Network Interface Specification. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that ProNet desires to query.

7.6.6 If ProNet queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's TR-TSV-000905 CCS Network Interface Specification. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

7.6.7 The mechanism to be used by ProNet for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by ProNet in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of ProNet to provide accurate information to BellSouth on a current basis.

7.6.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

7.6.9 ProNet CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM

SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

7.7 SCE/SMS AIN Access

7.7.1 BellSouth's SCE/SMS AIN Access shall provide ProNet the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ProNet. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

7.7.3 BellSouth SCP shall partition and protect ProNet service logic and data from unauthorized access.

7.7.4 When ProNet selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ProNet to use BellSouth's SCE/SMS AIN Access to create and administer applications.

7.7.5 ProNet access will be provided via remote data connection (e.g., dial-in, ISDN).

7.7.6 BellSouth shall allow ProNet to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Automatic Location Identification/Data Management System (ALI/DMS)

8.1 911 and E911 Databases

8.1.1 BellSouth shall provide ProNet with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ProNet will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1.

8.2 Technical Requirements

8.2.1 BellSouth's 911 database vendor shall provide ProNet the capability of providing updates to the ALI/DMS database through a specified electronic interface. ProNet shall contact BellSouth's 911 database vendor directly to request interface.

ProNet shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ProNet and BellSouth shall not be liable for the transactions between ProNet and BellSouth's 911 database vendor.

8.2.2 It is ProNet's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

8.2.3 ProNet shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at http://www.interconnection.bellsouth.com/guides.

8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ProNet, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ProNet to assume responsibility for such records.

8.2.4.1 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ProNet that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. ProNet shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ProNet within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ProNet shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ProNet's records.

9 OSS

9.1 BellSouth has developed and made available electronic interfaces by which ProNet may submit LSRs electronically.

9.2 LSRs submitted by means of one of these electronic interfaces will incur an electronic service order charge. LSRs submitted by means other than one of these interactive interfaces (e.g., mail, fax, courier, etc.) will incur a manual order service charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Electronic and manual service order charges are specified in Exhibit A.

9.3 BellSouth will bill the electronic or manual service order charge for Network Elements as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

9.4 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

9.5 Denial/Restoral OSS Charge. BellSouth reserves the right to bill electronic or manual service order charges for each account as applicable. In the event ProNet provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

9.6 Network Elements and Other Services Manual Additive. The Commissions in some states have ordered per element manual additive NRC for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.99	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49	13.49								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83						
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.01									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.63	44.16								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.01									
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.01									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55						
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.01									

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.01									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.01									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75								
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		207.91	207.91								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		12.50	12.50								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		80.87	80.87								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		45.04	45.04								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	46.88								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL, UDN,UEA,UHL,USL	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.25										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.31	634.087	388.792	198.95	138.483						
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.25										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	320.51	634.087	388.792	198.95	138.483						
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								
LINE SPLITTING																	
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
	MAINTENANCE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 13.3.1 as applicable.																
		No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
		No Trouble Found - per 1/2 hour increments - Overtime						90.00	65.00								
		No Trouble Found - per 1/2 hour increments - Premium						100.00	75.00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.01										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0115										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0115										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75						

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.97										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.97										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF, UDFCX	1L5DC	54.06										
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	30.74										
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67						
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	54.06										
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call					0.0006478										
		8XX Access Ten Digit Screening w/ 8FL No. Delivery,					0.0006478										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery,					0.0006478										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query					0.000023										
		LIDB Validation Per Query					0.0137322										
		LIDB Originating Point Code Establishment or Change			OQU	NRBPX		55.12		67.59							
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query					0.0010348										
		CNAM for Non DB Owners, Per Query					0.0010348										
LNP Query Service																	
		LNP Charge Per query					0.0008695										
		LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
		LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61						
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58						
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment						193,401.00	193,401.00	9,483.34	9,483.34						
		End Office Establishment						194.09	194.09	0.85	0.85						
		Line/Port NRC, per end user						2.06	2.06								
		Query NRC, per query					0.0037502										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.55	43.55	44.93	44.93						
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03						
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03						
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		38.65	38.65	29.88	29.88						
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.08	75.08	12.93	12.93						

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0025										
		AIN SMS Access Service - Session, Per Minute					0.666										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.4608										
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84						
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84						
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.62	6.71	4.84								
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84						
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84						
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.62	6.71	4.84								
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON																
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84								
	2-WIRE ISDN LOOP FOR USE IN COMBINATION																
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84						
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84						
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.84	6.71	4.84								
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		DS1 COCI in combination per month			UNC1X	UC1D1	11.80	6.71	4.84								
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42						
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	23.95	98.09	53.67	56.31	22.42						
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION																
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
		4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84						
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84						
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84						
		l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
		DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.19										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
		DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.6375										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	354.5565	634.087	388.792	198.95	138.483						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
		STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	10.6375										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	368.5865	634.087	388.792	198.95	138.483						
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.09										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX	UNCCC		8.98	8.98	11.17	11.17						
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00						
	MULTIPLEXERS															
	DS1 to DS0 Channel System per month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.32	10.07	7.08								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	10.07	7.08								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.84	10.07	7.08								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	10.07	7.08								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.6228	10.07	7.08								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	10.07	7.08								
	DS3 to DS1 Channel System per month			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
	STS-1 to DS1 Channel System per month			UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						
	DS1 COCI used with Loop per month			USL	UC1D1	11.80	10.07	7.08								
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	11.80	10.07	7.08								
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	11.80	10.07	7.08								
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	11.80	10.07	7.08								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	The Exchange Switching Port Rates Reflected Here Apply to Embedded Base Switching Ports as of March 10, 2005 and Consist of the TELRIC Cost Based Rates Plus $1.00 in Accordance with the TRRO.															
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	2.49	3.74	3.63	2.23	2.13						
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.49	3.74	3.63	2.23	2.13						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.49	3.74	3.63	2.23	2.13						
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPRM	2.49	3.74	3.63	2.23	2.13						
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.49	3.74	3.63	2.23	2.13						
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPSR	UEPWE	2.49	3.74	3.63	2.23	2.13						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	2.49	3.74	3.63	2.23	2.13						
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire VG unbundled KY extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPBM	2.49	3.74	3.63	2.23	2.13						
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.49	3.74	3.63	2.23	2.13						
		Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID			UEPSB	UEPWF	2.49	3.74	3.63	2.23	2.13						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	2.49	3.74	3.63	2.23	2.13						
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.49	39.05	18.17	15.38	0.89						
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.49	39.05	18.17	15.38	0.89						
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.49	39.05	18.17	15.38	0.89						
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.49	39.05	18.17	15.38	0.89						
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.49	39.05	18.17	15.38	0.89						
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD			UEPSP	UEPXF	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPSP	UEPXG	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled PBX Kentucky Premium Callling Port			UEPSP	UEPXH	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Area Callling Port Without LUD			UEPSP	UEPXJ	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.49	39.05	18.17	15.38	0.89						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.49	39.05	18.17	15.38	0.89						
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00								
	Local Switching Features offered with Port																
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	2-WIRE VOICE GRADE LINE PORT RATES (DID)																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	11.51	92.18	15.82	52.16	5.30						
	2-WIRE VOICE GRADE LINE PORT RATES (ISDN-BRI)																
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	14.46	60.60	50.67	32.83	14.17						
		All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	2.49	3.74	3.63								
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	2.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	2.49	3.74	3.63								
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0011971										
	End Office Trunk Port - Shared, Per MOU					0.0002112										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.000194										
	Tandem Trunk Port - Shared, Per MOU					0.0002416										
	Tandem Switching Function Per MOU (Melded)					0.000094381										
	Tandem Trunk Port - Shared, Per MOU (Melded)					.000117538										
	Melded Factor: 48.65% of the Tandem Rate															
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.000003										
	Common Transport - Facilities Termination Per MOU					0.0007466										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	>Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	> The UNE-P Switching Port Rates Reflected in the Cost Based Section Apply to Embedded Base UNE-Ps as of March 10, 2005 and Consist of the TELRIC Cost Based Rates Plus $1.00 in Accordance with the TRRO.															
	>Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	>End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	>The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1					11.79										
	2-Wire VG Loop/Port Combo - Zone 2					16.52										
	2-Wire VG Loop/Port Combo - Zone 3					32.74										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPRX	UEPWE	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	2.15	21.29	15.49	2.85	2.67						
	FEATURES																
		All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		0.10									
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	31.11	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	12.67	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	17.45	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	33.22	134.89	81.87	73.65	14.88						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1					11.79										
		2-Wire VG Loop/Port Combo - Zone 2					16.52										
		2-Wire VG Loop/Port Combo - Zone 3					32.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.59										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPBX	UEPBM	2.15	21.29	15.49	2.85	2.67						
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPBX	UEPWF	2.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	2.15	21.29	15.49	2.85	2.67						
	FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	10.56	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	15.34	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	31.11	46.66	22.57	26.65	7.65						
		2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	12.67	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	17.45	134.89	81.87	73.65	14.88						
		2 Wire Analog Voice Grade Extension Loop – Design		3	UEPBX	UEAED	33.22	134.89	81.87	73.65	14.88						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1					11.79										
		2-Wire VG Loop/Port Combo - Zone 2					16.52										
		2-Wire VG Loop/Port Combo - Zone 3					32.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.59										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	2.15	21.29	15.49	2.85	2.67						
	FEATURES																
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.67	134.89	81.87	73.65	14.88						
		Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.45	134.89	81.87	73.65	14.88						
		Local Channel Voice grade, per termination		3	UEPRG	P2JHX	33.22	134.89	81.87	73.65	14.88						
		Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.68	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.12	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	29.64	170.06	78.10	119.62	15.00						

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0095	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1					11.79										
	2-Wire VG Loop/Port Combo - Zone 2					16.52										
	2-Wire VG Loop/Port Combo - Zone 3					32.74										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.59										
2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.15	21.29	15.49	2.85	2.67						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.15	21.29	15.49	2.85	2.67						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled OutDial Kentucky NAR Area Calling Port			UEPPX	UEPOK	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.15	21.29	15.49	2.85	2.67						
FEATURES																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.67	134.89	81.87	73.65	14.88						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.45	134.89	81.87	73.65	14.88						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	33.22	134.89	81.87	73.65	14.88						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.68	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.12	170.06	78.10	119.62	15.80						
		Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	29.64	170.06	78.10	119.62	15.00						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0095	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					11.79										
		2-Wire VG Coin Port/Loop Combo – Zone 2					16.52										
		2-Wire VG Coin Port/Loop Combo – Zone 3					32.74										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.64										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.37										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.59										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	2.15	21.29	15.49	2.85	2.67						
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.15	21.29	15.49	2.85	2.67						
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.15	21.29	15.49	2.85	2.67						
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	0.00	0.00	0.00	0.00						
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					14.90										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					19.68										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					35.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.67										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.45										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	33.22										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPFR	UEPRM	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.23	128.96	64.11	61.92	9.97						
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID			UEPFR	UEPWE	2.23	128.96	64.11	61.92	9.97						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0095										
FEATURES																
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		9.03	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		9.03	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					14.90										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					19.68										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					35.45										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.67										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.45										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	33.22										
2-Wire Voice Grade Line Port (Bus)																
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPFB	UEPBM	2.23	128.96	64.11	61.92	9.97						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	2.23	128.96	64.11	61.92	9.97						
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID			UEPFB	UEPWF	2.23	128.96	64.11	61.92	9.97						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0095										
FEATURES																
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		9.03	1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		9.03	1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10								
2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					14.90										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					19.68										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					35.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.67										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.45										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	33.22										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	2.23	164.27	78.65	75.05	8.73						
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	2.23	164.27	78.65	75.05	8.73						
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPFP	UEPXF	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPFP	UEPXG	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPFP	UEPXH	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPFP	UEPXJ	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	2.23	164.27	78.65	75.05	8.73						
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	2.23	164.27	78.65	75.05	8.73						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	23.95	98.09	53.67	56.31	22.42						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0095										
	FEATURES																
		All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		9.03	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		9.03	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10								
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1					22.30										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2					27.08										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3					42.85										
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	12.67										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	17.45										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	33.22										
	UNE Port Rate																
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	9.63	336.11	27.75	132.37	9.31						
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.85	1.87								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL NRCs															
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		32.25	32.25								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN		11.21	1.10								
	Telephone Number/Trunk Group Establisment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1					26.69										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					32.92										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					51.21										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	16.10										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	22.33										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	40.63										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPR	UEPPR	10.59	320.53	289.13	92.19	17.56						
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPB	10.59	320.53	289.13	92.19	17.56						
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	22.77	17.00								
	ADDITIONAL NRCs															
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN		11.21	1.10								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL		8.33	0.83								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	29.12	47.34	31.78	22.77	8.75						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.01	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.52										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					32.74										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					35.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	33.22										
	UNE Ports																
	All States (Except North Carolina and Sout Carolina)																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)Note1 Basic Local Area			UEP91	UEPYH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area			UEP91	UEPYM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	2.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPQM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term			UEP91	UEPQZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	2.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.8873										
	Features																
		All Standard Features Offered, per port			UEP91	UEPVF	0.00										
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP91	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP91	CENA6	10.51	92.18	15.82	52.16	5.30						
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block			UEP91	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	669.80	78.32	111.05	13.27						
		Secondary Block, per Block			UEP91	M2CC1	0.00	78.32	78.32	13.27	13.27						
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.75									
		Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.21	1.10								
		UNE-P CENTREX - 5ESS (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					32.74										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					35.37										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	33.22										
		UNE Port Rate															
		All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	2.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPQZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	2.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.8873										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	0.00										
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block, each			UEP95	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					32.74										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					35.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22										
	UNE Port Rate																
	ALL STATES																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	2.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	2.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	2.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8873										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9D	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.102	0.102								
		Conversion of existing Centrex Common Block, each			UEP9D	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10								
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					32.74										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					35.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	33.22										
	UNE Port Rate																
	AL, FL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	2.15	21.29	15.49	2.85	2.67						
	AL, KY, LA, MS, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP9E	UEPQZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	2.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873										
	Features																
		All Standard Features Offered, per port			UEP9E	UEPVF	0.00										
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.66									
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP9E	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.01										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block, each			UEP9E	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10								
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					11.79										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					16.52										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					32.74										
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					14.82										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					19.60										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					35.37										
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	9.64										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	14.37										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	30.59										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	12.67										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	17.45										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	33.22										
	UNE Port Rate																
	AL, KY, LA, MS, & TN only																
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	2.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area			UEP93	UEPYZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 -800 Service Term			UEP93	UEPQZ	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	2.15	21.29	15.49	2.85	2.67						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	2.15	21.29	15.49	2.85	2.67						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.8873										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	0.00										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
	NARS																
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP93	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP93	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP93	M1HD1	74.77	164.86	77.74	60.69	3.86						
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP93	M1GBC	29.11										
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.62										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.102	0.102								
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	111.05	13.27						
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27						
		NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)																
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83								

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.21	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
	Note 2 - Requres Interoffice Channel Mileage																
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port																
	Note 4 - Requires Specific Customer Premises Equipment																
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06	151.54	89.29	69.09	11.54						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99	151.54	89.29	69.09	11.54						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20	151.54	89.29	69.09	11.54						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06	130.74	78.56	69.09	11.54						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99	130.74	78.56	69.09	11.54						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20	130.74	78.56	69.09	11.54						
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04	185.75	123.50	74.95	14.69						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	18.03	185.75	123.50	74.95	14.69						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53	185.75	123.50	74.95	14.69						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04	164.95	114.04	77.32	15.80						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03	164.95	114.04	77.32	15.80						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53	164.95	114.04	77.32	15.80						
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44	306.69	174.44	65.83	14.55						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22	306.69	174.44	65.83	14.55						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42	306.69	174.44	65.83	14.55						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59										
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	110.45										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94										
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX, UNCVX	ULDV2	21.36										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	21.36										
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	22.84										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	46.53										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	49.90										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	189.18										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	10.05										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	662.46										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	10.05										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	624.73										
ENHANCED EXTENDED LINK (EELs)																	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.57										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	20.07										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	38.20										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.71										
		4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	33.65										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	39.39										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	97.82										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.71										
		4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	31.73										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	37.35										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	41.83										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.52										
		4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	31.73										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	37.35										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	41.83										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.52										
		2-WIRE ISDN LOOP FOR USE IN COMBINATION															
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.21										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	28.84										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.30										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.27										
		4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
		DS1 COCI in combination per month			UNC1X	UC1D1	13.57										
		2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	27.54										
		4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.01										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	27.54										
		DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
		DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.70										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1111.92										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION																
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.73										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	37.35										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	41.83										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	19.84										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT																
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	31.73										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	37.35										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	41.83										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.01										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	19.84										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	31.73										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	37.35										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	41.83										
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	19.84										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	31.73										
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	37.35										
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	41.83										
		I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.01										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	19.84										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.23										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	407.74										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1111.92										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	12.23										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	423.87										

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	130.33										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.52										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.52										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.27										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.27										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.72										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.72										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	181.93										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	181.93										
		DS1 COCI used with Loop per month			USL	UC1D1	13.57										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.57										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.57										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.57										

LOCAL INTERCONNECTION - Kentucky														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
		CCS7 Signaling Usage, Per TCAP Message					0.0000656										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Usage, Per ISUP Message					0.0000164										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						